IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE THOTTATHIL B.RADHAKRISHNAN

FRIDAY, THE 1ST DECEMBER 2006 / 10TH AGRAHAYANA 1928

SA.No. 306 of 1993()

AGAINST THE ORDER DATED 29/03/1993 IN
AS.293/1991 of MUNSIFF'S COURT, ALAPPUZHA

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APPELLANT:

V.P.VISWANATHAN, HOUSE NO.305/XVIII,
THIRUMALA WARD, ALAPPUZHA FROM VELIYIL
VEETTIL, KOMMADI WARD, ARYAD SOUTH MURI,
DO. VILLAGE.

BY ADV. SRI.P.G.PARAMESWARA PANICKER,P.GOPAL

RESPONDENTS:

ACHUTHA PAI DAMODARA PAI, RESIDING AT
PUTHENMADOM, THIRUMALA WARD, ALAPPUZHA.

BY ADV. SRI.T.R.RAMACHANDRAN NAIR, V.G.ARUN

THIS SECOND APPEAL HAVING BEEN FINALLY HEARD
ON 01/12/2006, THE COURT ON THE SAME DAY DELIVERED THE
FOLLOWING:

Thottathil B. Radhakrishnan, J.

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S.A.No.306 of 1993

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Dated this the 1st day of December, 2006.

JUDGMENT

This second appeal is by the defendant in a suit for recovery of arrears of rent.

2. The rental arrangement was admitted but the defendant held out an agreement for sale in opposition to the suit for recovery of the arrears of rent. In parallel proceedings in O.S.No.64 of 1988 of the Sub Court, Alappuzha, he sued the owner on the strength of the agreement for sale. That suit was dismissed with a direction to the land owner to pay back the amount of Rs.9,500/-. That decree was confirmed by this Court on 10-4-2002 in A.S.No.550 of 1992 and cross-objection.

3. From what is stated above, it can be seen that the jural relationship between the parties stands admitted and that the defence on the strength of the agreement for sale, no more survives. Under such circumstances, I do not not find any illegality in the

impugned judgment and decree. No substantial question of law arises for decision in this second appeal. The same is hence dismissed. No costs.

Thottathil B.Radhakrishnan,
Judge.

sl.

Thottathil B. Radhakrishnan, J.

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S.A.No.306 of 1993

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JUDGMENT

Dated:1-12-2006